

UNITED STATES DISTRICT COURT  
DISTRICT OF CALIFORNIA – WESTERN DIVISION

BRIAN ZULLI,  
Plaintiff.

V.

CITIGROUP GLOBAL MARKETS  
REALTY CORP., et al.,

## Defendants

Case No. : 2:13-cv-07842  
Hon.: John A. Kronstadt

## AMENDED FINAL JUDGMENT

On January 10, 2014, defendants Ocwen Loan Servicing, LLC (“Ocwen”); Litton Loan Servicing LP (“Litton”); Mortgage Electronic Registration Systems, Inc. (“MERS”); Wells Fargo Bank, National Association, As Trustee For Citigroup Mortgage Loan Trust Inc., Asset-Backed Pass-Through Certificates, Series 2006-SHL1 (“Wells Fargo as Trustee”) (collectively the “Ocwen Defendants”) filed their Motion to Dismiss.

1       On March 18, 2014, Defendants The Wolf Firm, A Law Corporation, Renae  
2 Murray, Frank Escalera, and North American Title Company (collectively the  
3 “Trustee Defendants”) filed their Motion to Dismiss.

4       On April 28, 2014, the Court heard the Motions to Dismiss of both the Trustee  
5 Defendants and Ocwen Defendants (jointly the “Defendants”), this Court provided  
6 notice to all parties that the Court was converting the Defendants’ Motions to  
7 Dismiss to a joint Motion For Summary Judgment (“Motion”) and provided a  
8 schedule for supplemental briefing by the parties.

9       After consideration of the papers in support of and in opposition to the  
10 Defendants’ Motion as converted, the evidence submitted in connection with the  
11 Motion, and a decision having been duly rendered,

12       IT IS HEREBY ORDERED AND ADJUDGED that Plaintiff Brian Zulli  
13 (“Plaintiff”) take nothing, that the action be dismissed on the merits against  
14 defendants Ocwen Loan Servicing, LLC; Litton Loan Servicing LP; Mortgage  
15 Electronic Registration Systems, Inc.; Wells Fargo Bank, National Association, As  
16 Trustee For Citigroup Mortgage Loan Trust Inc., Asset-Backed Pass-Through  
17 Certificates, Series 2006-SHL1; The Wolf Firm, A Law Corporation; The Wolf  
18 Firm; Renae C. Murray; Frank Escalera; and North American Title Company, and  
19 that Defendants recover their costs of suit.

20       On September 10, 2014, this Court gave notice of a Status and Scheduling  
21 Conference for October 6, 2014. On October 6, 2014, in accordance with multiple  
22 orders issued, the Status and Scheduling Conference was held in the action as to the  
23 remaining defendants and claims in the case. At the Status and Scheduling  
24 Conference, Steve W. Pornbida, Esq. of Houser & Allison, APC appeared for the  
25 Ocwen Defendants, there was no appearance for or on behalf of Plaintiff. Although  
26 orders issued on September 10, 2014 and September 29, 2014 and were served on all  
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1 parties requiring responses and the filing of certain documents, and despite attempts  
2 by the Ocwen Defendants to coordinate a joint response where appropriate prior to  
3 the Status and Scheduling Conference, Plaintiff failed to respond to those Orders  
4 until filing a non-substantive response on October 14, 2014. In Plaintiff's  
5 Declaration filed on October 14, 2014, he requested additional time to comply with  
6 the aforementioned Orders, and for the reasons stated in the Order Re Plaintiff's  
7 Request for Continuance, Plaintiff's request was DENIED.

8 Notwithstanding this Court's prior Orders to Plaintiff that he present evidence  
9 regarding multiple defendants as identified in the Complaint, Plaintiff failed to do  
10 so. Therefore, because it has been shown the following are not distinct or separate  
11 from one or more of those Ocwen Defendants as to which judgment was previously  
12 entered in this action:

13 IT IS FURTHER ORDERED AND ADJUDGED that the following  
14 defendants are dismissed Without Prejudice: (i) Defendants Wells Fargo Bank, N.A.,  
15 Successor by merger to Wells Fargo Bank Minnesota, N.A., as Trustee for Asset-  
16 Backed Pass-Through Certificates Series 2006-SHLI Under the Pooling and  
17 Servicing Agreement dated as of October 1, 2006 whose address is c/o Ocwen Loan  
18 Servicing, LLC 1661; (ii) Wells Fargo Bank N.A., Successor by merger to Wells  
19 Fargo Bank Minnesota, N.A. as Trustee for Asset-Backed Pass-Through Certificates  
20 Series 2006-SHLI under the Pooling and Servicing Agreement dated as of October  
21 1, 2006 by its Attorney in Fact Ocwen Loan Servicing LLC; (iii) Wells Fargo Bank  
22 National Association, as Trustee for CitiGroup Mortgage Loan Trust, Asset-Backed  
23 Pass-Through Certificates Series 2006-SHLI, by Ocwen Loan Servicing, LLC it's  
24 Attorney in Fact, CitiGroup Mortgage Loan Trust, Ocwen Loan Servicing, LLC; and  
25 (iv) Mortgage Electronic Recording Systems.

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FINALLY, IT IS ORDERED AND ADJUDGED that all remaining claims against any and all other defendants named in this action are dismissed with prejudice for failure to prosecute and failure to comply with this Court's Orders.

Dated: October 31, 2014

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Hon. John A. Kronstadt  
United States District Judge

1 To the degree determinable from the Complaint, Plaintiff's various erroneous  
v ersions of this defendant include: Wells Fargo Bank N.A. Succesor By  
Merger To Wells Fargo Bank Minnesota, N.A., As Trustee For Asset-Backed  
Pass-Through Certificates Series 2006- SHL1 Under The Pooling And  
Servicing Agreement Dated As Of October 1, 2006 whose address is c/o  
Ocwen Loan Servicing, LLC 1661 Worthington Road, Suite 100, West Palm  
Beach, Fl 33409 ("Assignor") To Wells Fargo Bank, National Association, As  
Trustee For Citigroup Mortgage Loan Trust, Asset-Backed Pass-Through  
Certificates Series 2006- SHL1, whose address is c/o Ocwen Loan Servicing,  
LLC, 1661 Worthington Road, Suite 100, West Palm Beach, Fl 33409  
("Assiggee"); Wells Fargo Bank N.A. Succesor By Merger To Wells Fargo  
Bank Minnesota, N.A., As Trustee For The Asset-Backed Pass-Through  
Certificates Series 2006- SHL1 Under The Pooling And Servicing Agreement  
Dated As Of October 1, 2006 By Its Attorney In Fact Ocwen Loan Servicing,  
LLC; and Wells Fargo Bank, National Association, As Trustee For Citigroup  
Mortgage Loan Trust Asset-Backed Pass-Through Certificates Series 2006-  
SHL1, By Ocwen Loan Servicing, LLC, It's Attorney In Fact